

1 Britt L. Anderson, Bar No. 212092
BAnderson@perkinscoie.com
2 Andrew N. Klein, Bar No. 300221
AKlein@perkinscoie.com
3 PERKINS COIE LLP
3150 Porter Drive
4 Palo Alto, CA 95130
Telephone: 650.838.4300
5 Facsimile: 650.838.4350

6 William C. Rava (*pro hac vice* forthcoming)
WRava@perkinscoie.com
7 Jacob P. Dini (*pro hac vice* forthcoming)
JDini@perkinscoie.com
8 PERKINS COIE LLP
1201 Third Avenue, Suite 4900
9 Seattle, WA 98101
Telephone: 206.359.8000
10 Facsimile: 206.359.9000

11 Attorneys for Plaintiff UAB GAME INSIGHT

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14

15 UAB GAME INSIGHT, a Lithuanian
16 private limited company,

17 Plaintiff,

18 v.

19 JOHN DOES 1-7, individuals,

20 Defendants.
21
22
23
24
25
26
27
28

Case No. 19-5549

COMPLAINT FOR:

**COPYRIGHT INFRINGEMENT
CONTRIBUTORY COPYRIGHT
INFRINGEMENT
TRADEMARK INFRINGEMENT
FALSE DESIGNATION OF ORIGIN
CALIFORNIA UNFAIR COMPETITION**

DEMAND FOR JURY TRIAL

1 Plaintiff UAB Game Insight (“Game Insight” or “Plaintiff”), for its Complaint against
2 Defendants John Does 1-7 (collectively “Does” or “Defendants”), by and through their
3 undersigned counsel allege as follows:

4 **INTRODUCTION**

5 1. Game Insight is a leading developer of mobile and social video games and the
6 owner of all rights in Guns of Boom, a hugely successful multiplayer first-person-shooter mobile
7 game. Millions of consumers have downloaded Guns of Boom since its release in May 2017 in
8 the United States. Guns of Boom players compete against each other, both in casual
9 environments and in eSports tournaments around the world, some with substantial prize money at
10 stake. As such, Game Insight strives to ensure a fair playing field for all Guns of Boom players,
11 expressly prohibiting all kinds of cheating.

12 2. Defendants develop, publish, and distribute cheat software that undermines this
13 level playing field, threatens the integrity of the Guns of Boom player experience, and infringes
14 on Game Insight’s valuable intellectual property rights.

15 3. Game Insight seeks injunctive relief and damages arising from Defendants’
16 development, publication, and distribution of software cheats that exploit Guns of Boom and
17 infringe Game Insight’s rights.

18 **PARTIES**

19 4. Game Insight is a Lithuanian private limited company, with its principal place of
20 business in Vilnius, Lithuania.

21 5. Defendants John Does 1-7 are individuals of unknown residence and citizenship.
22 Game Insight does not know John Does’ identities or locations at this time. Game Insight will
23 amend its complaint to name John Does once their identities are learned.

24 **JURISDICTION**

25 6. This Court has subject matter jurisdiction over the federal claims asserted herein
26 pursuant to 28 U.S.C. §§ 1331 and 1338 because this action alleges violations of the Copyright
27 Act (17 U.S.C. § 101, *et seq.*) and Lanham Act (15 U.S.C. §§ 1114, 1125). This Court has
28 supplemental jurisdiction over the remaining claims under 28 U.S.C. § 1367.

1 7. This Court has personal jurisdiction over Defendants because they intentionally
2 directed their unlawful activities to this District.

3 8. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a
4 substantial part of the events or omissions giving rise to this action occurred in this District. In
5 particular, Guns of Boom is only available for consumers to download and use from the digital
6 distribution platforms provided by Apple Inc. (iOS) and Google, LLC (Android), both of which
7 are located in this District. Game Insight publishes and distributes 21 games through the Apple
8 App Store, and 20 games through the Google Play store.

9 9. Game Insight's relationship with Apple is governed by two contracts that it has
10 entered with Apple: The Apple Developer License Agreement and the Apple Developer
11 Agreement.

12 10. Game Insight's relationship with Google is governed principally by the Developer
13 Distribution Agreement.

14 11. The Apple App Store is operated by Apple, which has its principal office and
15 headquarters in Cupertino, California and this District.

16 12. The Google Play store is operated by Google, which has its principal office and
17 headquarters in Mountain View, California and this District.

18 13. Guns of Boom is built with the Unity game engine. To obtain a license to the
19 Unity Game engine, Game Insight has entered into a contract with Unity.

20 14. Unity has its headquarters in San Francisco, California and this District.

21 **INTRADISTRICT ASSIGNMENT**

22 15. This is an intellectual property action to be assigned on a district-wide basis under
23 Civil Local Rule 3-2(c).

24 **GAME INSIGHT AND THE GUNS OF BOOM GAME**

25 16. With other entities in Game Insight's corporate group founded in 2009, Game
26 Insight was established in 2014, and is now one of the world's leading video game developers of
27 mobile and social games.

1 17. Guns of Boom is a multiplayer, player-versus-player, first-person-shooter game
2 available on mobile devices (Apple iOS and Google Android). Players compete as teams or
3 individually across a variety of maps and game modes against other players.

4 18. Guns of Boom was first released in the United States in or about May 16, 2017.

5 19. Guns of Boom is an extremely popular game, with over 60 million players
6 worldwide and millions of players in the United States, including in California and this District.

7 20. Due to its high skill-cap and tactical depth, Guns of Boom has attracted highly-
8 skilled and competitive teams and developed a passionate eSports following. These teams
9 compete in online and offline tournaments with large cash prizes and wide industry media
10 coverage.

11 21. In 2018, its first season, teams from North America and Europe competed in Guns
12 of Boom tournaments for a \$200,000 prize pool. The Season 1 Finals were held on November
13 17-18, 2018 in Los Angeles, California and featured a prize pool of \$120,000.

14 22. In 2019, its second season, teams from North America, Europe, South-East Asia,
15 and Latin America competed in Guns of Boom tournaments for a \$500,000 prize pool. Season 2
16 has included tournaments all over the world, including Texas, Brazil, and Germany. The Season
17 2 finals will be held later this year in Tallinn, Estonia.

18 23. Game Insight also publishes and distributes other games using its BOOM mark.
19 On May 29, 2018, Game Insight released Mercs of Boom, a sci-fi turn-based strategy game in
20 which the player is put in charge of his or her own military corporation.

21 **GAME INSIGHT'S COPYRIGHTS IN GUNS OF BOOM**

22 24. Game Insight is the owner of all copyrights in Guns of Boom, including but not
23 limited to its audiovisual elements and software code.

24 25. Guns of Boom is copyrightable subject matter under the laws of the United States.
25
26
27
28

26. Game Insight owns copyright registrations for Guns of Boom, as listed in the table below. True and correct copies of the certificates of registration for these works are attached hereto as Exhibit A.¹

Title	Alternative Titles	Type	Registration No.
Guns of Boom.	Guns of Boom v.1.0.1	Audiovisual	PA0002185202
Guns of Boom.	Guns of Boom v.1.0.1	Code	TX0008744654
Guns of Boom - Online Shooter.	Guns of Boom v.1.5 Guns of Boom	Audiovisual	PA0002186173
Guns of Boom v.1.5.	Guns of Boom - Online Shooter Guns of Boom	Code	TX0008744652
Guns of Boom - Online Shooter.	Guns of Boom v.2.1 Guns of Boom	Audiovisual	PA0002186162
Guns of Boom, v.2.5.	Guns of Boom - Online Shooter Guns of Boom	Code	TX0008744658
Guns of Boom - Online Shooter.	Guns of Boom v.4.0 Guns of Boom	Audiovisual	PA0002186168
Guns of Boom, v.4.7.	Guns of Boom - Online Shooter Guns of Boom	Code	TX0008744661
Guns of Boom - Online PvP Action.	Guns of Boom v.5.0 Guns of Boom	Audiovisual	PA0002186171
Guns of Boom, v.5.2.	Guns of Boom - Online PvP Action. Guns of Boom	Code	TX0008744664

GAME INSIGHT'S GUNS OF BOOM TRADEMARKS

27. Game Insight began using the GUNS OF BOOM mark in commerce in the United States at least as early as May 2017.

¹ Although the copyright registration no. for PA002186173 has been issued by the Copyright Office, Game Insight has not yet received the official registration certificate. A copy of the unofficial preview of the certificate of registration is attached at the end of Exhibit A.

1 28. Since its first use, Game Insight has continually used the GUNS OF BOOM mark
2 in connection with video game software and related goods and services.

3 29. Game Insight has invested substantial resources in marketing, advertising, and
4 distributing video games under the GUNS OF BOOM mark.

5 30. Guns of Boom, the video game bearing the GUNS OF BOOM mark, has more
6 than 60 million players worldwide and millions of players in the United States.

7 31. Game Insight has attained substantial goodwill and strong recognition in the
8 GUNS OF BOOM mark, and that mark has come to be associated with Game Insight.

9 32. Through its nationwide use and promotion of the GUNS OF BOOM mark, Game
10 Insight has established strong rights in the GUNS OF BOOM mark and that mark is entitled to
11 protection.

12 33. Game Insight owns United States Patent and Trademark Office (“USPTO”)
13 Registration Nos. 5267687 and 5262637 for the GUNS OF BOOM mark. A true and correct
14 copy of the registrations for the GUNS OF BOOM mark are attached hereto as Exhibit B.

15 34. Game Insight also own registrations and/or pending applications for the GUNS OF
16 BOOM mark in numerous jurisdictions worldwide, including, but not limited to, the European
17 Union, Japan, Russia, South Korea, and China.

18 **CHEATS**

19 35. Cheats modify games to give a user an unfair competitive advantage over other
20 players.

21 36. Cheats give a Guns of Boom player the ability to do or see things that other
22 players cannot do or see. For example, a cheat may enable the user to see through solid objects,
23 provide aim assist, reduce recoil on the user’s gun, allow the user to move faster, or allow the
24 player to shoot a gun faster.

25 37. Game Insight does not allow or support cheats in Guns of Boom.

26 38. Players who use cheats negatively impact the game play experience for those who
27 play without cheats, undermine the fairness of the competition in Guns of Boom, degrade the
28

1 integrity of Guns of Boom, and threaten the value of Guns of Boom and its related intellectual
2 property to Game Insight.

3 **DOE 1'S UNLAWFUL ACTS**

4 39. Doe 1 downloaded and accessed Guns of Boom from either the Apple App Store
5 or Google Play, both of which are controlled and operated by companies located in the Northern
6 District of California.

7 40. On information and belief, Doe 1 created, developed, and/or wrote a software
8 cheat for Guns of Boom, by copying and modifying the code in the game and creating an
9 unauthorized derivative version, that allowed a user to see other players through walls, move
10 faster, provide aim assist, and made every hit an automatic headshot.

11 41. On December 20, 2018, Doe 1 posted the cheat for distribution on the
12 GameGuardian website located at [https://gameguardian.net/forum/topic/22712-guns-of-boom-](https://gameguardian.net/forum/topic/22712-guns-of-boom-updated-lua-menu/)
13 [updated-lua-menu/](https://gameguardian.net/forum/topic/22712-guns-of-boom-updated-lua-menu/) under the username "Mello-" using Game Insight's GUNS OF BOOM mark.

14 42. Since posting the cheat, Doe 1 has updated it, posting a new version on the
15 GameGuardian website. Doe 1's most recent update was posted to GameGuardian on December
16 27, 2018. Although Doe 1's cheat does not work with the current version of Guns of Boom, on
17 information and belief, Doe 1 is likely to alter its cheat to make it operable. According to the
18 GameGuardian website, the cheat from Doe 1 has been downloaded more than 12,000 times.

19 43. In order to use the cheat, a user downloads files containing the cheat from the
20 GameGuardian website to the user's phone, operates the GameGuardian app and Guns of Boom
21 in a parallel space on the user's phone, and then runs the script for the cheat while running Guns
22 of Boom.

23 44. Additionally, the derivative works created by Doe 1's cheat also contain the
24 GUNS OF BOOM mark. Doe 1 infringes the GUNS OF BOOM mark by distributing the cheat.

25 45. Game Insight has not authorized Doe 1 to use Game Insight's GUNS OF BOOM
26 mark in this manner.

DOE 2'S UNLAWFUL ACTS

46. Doe 2 downloaded and accessed Guns of Boom from either the Apple App Store or Google Play, both of which are controlled and operated by companies located in the Northern District of California.

47. On information and belief, Doe 2 created, developed, and/or wrote a software cheat for Guns of Boom, by copying and modifying the code in the game and creating an unauthorized derivative version, that allows a user to see other players through walls, improve the user's accuracy, provide aim assist, and lower the recoil for the user's gun.

48. On December 3, 2018, Doe 2 posted the cheat for distribution on the GameGuardian website located at <https://gameguardian.net/forum/topic/22573-guns-of-boom-hack-by-punkaz/> under the username "punkaZ" using Game Insight's GUNS OF BOOM mark.

49. Since posting the cheat, Doe 2 has continuously updated it, posting successive versions on the GameGuardian website. Doe 2 posted the most recent update on August 17, 2019, and this cheat is operable with Guns of Boom. According to the GameGuardian website, the cheat from Doe 2 has been downloaded more than 62,000 times.

50. Doe 2 also distributes the cheat through the Telegram application at <https://t.me/gobpZ>.

51. In order to use the cheat, a user downloads the files containing the cheat from the GameGuardian website to the user's phone, operates the GameGuardian app and Guns of Boom in a parallel space on the user's phone, and then runs the script for the cheat while running Guns of Boom.

52. Additionally, the derivative works created by Doe 2's cheat also contain the GUNS OF BOOM mark. Doe 2 infringes the GUNS OF BOOM mark by distributing the cheat.

53. Game Insight has not authorized Doe 2 to use Game Insight's GUNS OF BOOM mark in this manner.

DOE 3'S UNLAWFUL ACTS

54. Doe 3 downloaded and accessed Guns of Boom from either the Apple App Store or Google Play, both of which are controlled and operated by companies located in the Northern District of California.

55. On information and belief, Doe 3 created, developed, and/or wrote a software cheat for Guns of Boom, by copying and modifying the code in the game and creating an unauthorized derivative version, that automatically makes all of the user's shots headshots and changes the field of view for the user.

56. On May 12, 2019, Doe 3 posted the cheat for distribution on the GameGuardian website located at <https://gameguardian.net/forum/files/file/1302-guns-of-boom-hack-script> under the username "baljeet" using Game Insight's GUNS OF BOOM mark.

57. Since posting the cheat, Doe 3 has continuously updated it, posting successive versions on the GameGuardian website. Doe 3 posted the most recent update on June 11, 2019, and this cheat is operable with Guns of Boom. According to the GameGuardian website, the cheat from Doe 3 has been downloaded more than 11,000 times.

58. In order to use the cheat, a user downloads the files containing the cheat from the GameGuardian website to the user's phone, operates the GameGuardian app and Guns of Boom in a parallel space on the user's phone, and then runs the script for the cheat while running Guns of Boom.

59. Additionally, the derivative works created by Doe 3's cheat contain the GUNS OF BOOM mark. Doe 3 infringes the GUNS OF BOOM mark by distributing his cheat.

60. Game Insight has not authorized Doe 3 to use Game Insight's GUNS OF BOOM mark in this manner.

DOE 4'S UNLAWFUL ACTS

61. Doe 4 downloaded and accessed Guns of Boom from either the Apple App Store or Google Play, both of which are controlled and operated by companies located in the Northern District of California.

1 62. On information and belief, Doe 4 created, developed, and/or wrote a software
2 cheat for Guns of Boom, by copying and modifying the code in the game and creating an
3 unauthorized derivative version, that allows players to move faster.

4 63. On May 17, 2019, Doe 4 posted the cheat for distribution on the GameGuardian
5 website located at <https://gameguardian.net/forum/files/file/1333-guns-of-boom-by-anihack> under
6 the username “AniHack” using Game Insight’s GUNS OF BOOM mark.

7 64. Since posting the cheat, Doe 4 has continuously updated it, posting successive
8 versions on the GameGuardian website. Doe 4 posted the most recent update on August 6, 2019,
9 and this cheat is operable with Guns of Boom. According to the GameGuardian website, the
10 cheat from Doe 4 has been downloaded more than 16,000 times.

11 65. Doe 4 also distributes the cheat through the Telegram application at
12 <https://t.me/AniHackNew>.

13 66. In order to use the cheat, a user downloads the files containing the cheat from the
14 GameGuardian website to the user’s phone, operates the GameGuardian app and Guns of Boom
15 in a parallel space on the user’s phone, and then runs the script for the cheat while running Guns
16 of Boom.

17 67. Additionally, the derivative works created by Doe 4’s cheat also contain the
18 GUNS OF BOOM mark. Doe 4 infringes the GUNS OF BOOM mark by distributing his cheat.

19 68. Game Insight has not authorized Doe 4 to use Game Insight’s GUNS OF BOOM
20 mark in this manner.

21 **DOE 5’S UNLAWFUL ACTS**

22 69. Doe 5 downloaded and accessed Guns of Boom from either the Apple App Store
23 or Google Play, both of which are controlled and operated by companies located in the Northern
24 District of California.

25 70. On information and belief, Doe 5 created, developed, and/or wrote a software
26 cheat for Guns of Boom, by copying and modifying the code in the game and creating an
27 unauthorized derivative version, that allows a user to see other players through walls, provides
28

1 aim assist, makes every hit an automatic headshot, lowers the recoil for the user's gun, provides
2 infinite ammo, and changes the user's field of view.

3 71. On July 11, 2018, Doe 5 posted the cheat for distribution on the GameGuardian
4 website located at [https://gameguardian.net/forum/files/file/239-guns-of-booms-code-app-](https://gameguardian.net/forum/files/file/239-guns-of-booms-code-app-framework/)
5 [framework/](https://gameguardian.net/forum/files/file/239-guns-of-booms-code-app-framework/) under the username "saiaapiz" using Game Insight's GUNS OF BOOM mark.

6 72. Since posting the cheat, Doe 5 has updated it, posting new versions on the
7 GameGuardian website. Doe 5's most recent update was posted on December 24, 2018.
8 Although Doe 5's cheat does not work with the current version of Guns of Boom, on information
9 and belief, Doe 5 is likely to alter its cheat to make it operable. According to the GameGuardian
10 website, the cheat from Doe 5 has been downloaded more than 39,000 times.

11 73. Doe 5 also distributed the cheat through the Telegram application at
12 https://t.me/joinchat/AAAAAFKvzx7E__GdERLGcA.

13 74. On information and belief, in order to use the cheat, a user downloads the files
14 containing the cheat from the GameGuardian website to the user's phone, operates the
15 GameGuardian app and Guns of Boom in a parallel space on the user's phone, and then runs the
16 script for the cheat while running Guns of Boom.

17 75. Additionally, the derivative works created by Doe 5's cheat also contain the
18 GUNS OF BOOM mark. Doe 5 infringes the GUNS OF BOOM mark by distributing his cheat.

19 76. Game Insight has not authorized Doe 5 to use Game Insight's GUNS OF BOOM
20 mark in this manner.

21 **DOE 6'S UNLAWFUL ACTS**

22 77. Doe 6 downloaded and accessed Guns of Boom from either the Apple App Store
23 or Google Play, both of which are controlled and operated by companies located in the Northern
24 District of California.

25 78. On information and belief, Doe 6 created, developed, and/or wrote a software
26 cheat for Guns of Boom, by copying and modifying the code in the game and creating an
27 unauthorized derivative version, that increases the range of the user's melee weapon, provides
28 aim assist, increases grenade throw distance, and increases the damage a user can inflict.

1 87. Since posting the cheat, Doe 7 has updated it, posting new versions on the
2 AutoSkillz.net website. Doe 7's most recent update was posted on August 9, 2019, and this cheat
3 was operable with Guns of Boom as of August 1, 2019. According to the AutoSkillz.net website,
4 the cheat from Doe 7 has been downloaded more than 300 times. The cheat is not currently
5 available at the AutoSkillz.net location.

6 88. In order to use the cheat, a user must grant the cheat software access to the
7 operating system of the phone, and then install Doe 7's cheat, creating a new version of the Guns
8 of Boom app that can run the cheat software.

9 89. Additionally, the derivative works created by Doe 7's cheat also contain the
10 GUNS OF BOOM mark. Doe 7 infringes the GUNS OF BOOM mark by distributing his cheat.

11 90. Game Insight has not authorized Doe 7 to use Game Insight's GUNS OF BOOM
12 mark in this manner.

13 **FIRST CLAIM FOR RELIEF**
14 **Copyright Infringement**
15 **(17 U.S.C § 501 *et seq.*)**
 Against All Defendants

16 91. Game Insight realleges and incorporates by reference the allegations in the
17 preceding paragraphs as if fully set forth herein.

18 92. Guns of Boom constitutes an original work of authorship and copyrightable
19 subject matter under the laws of the United States.

20 93. Game Insight owns or has exclusive rights to all right, title, and interest in Guns of
21 Boom.

22 94. Defendants had access to Guns of Boom.

23 95. Defendants' cheats infringe Game Insight's copyrights in Guns of Boom by
24 copying, reproducing, preparing derivative works from, and/or displaying Guns of Boom publicly
25 without Game Insight's permission.

26 96. Defendants' copies, reproductions, derivative works, and displays are identical
27 and/or substantially similar to Guns of Boom.

28 97. Defendants' actions were and are willful.

1 98. Game Insight has been and will continue to be damaged by Defendants' unlawful
2 infringement of Guns of Boom in an amount to be proven at trial.

3 99. Defendants' conduct has caused irreparable harm to Game Insight, and, unless
4 enjoined, will cause further irreparable harm for which Game Insight has no adequate remedy at
5 law.

6 100. Game Insight is entitled to relief pursuant to 17 U.S.C. §§ 502-505, including, but
7 not limited to, injunctive relief, an order for the impounding and destruction of Defendants'
8 infringing copies and/or derivative works, compensatory damages (including, but not limited to
9 actual damages and/or Defendants' profits), statutory damages, punitive damages, and Game
10 Insight's costs and attorneys' fees in amounts to be determined at trial.

11 **SECOND CLAIM FOR RELIEF**
12 **Contributory Copyright Infringement**
13 **(17 U.S.C § 501 *et seq.*)**
 Against All Defendants

14 101. Game Insight realleges and incorporates by reference the allegations in the
15 preceding paragraphs as if fully set forth herein.

16 102. Defendants provide those who download their cheats with the means to create
17 derivative works of Guns of Boom without Game Insight's consent.

18 103. Those users directly infringe Game Insight's copyrights by preparing derivative
19 works from Guns of Boom without the consent or authority of Game Insight.

20 104. Defendants have engaged and continue to engage in the business of knowingly and
21 systematically inducing, causing, and/or materially contributing to unauthorized copying,
22 reproduction, preparation of derivative works from, and/or distribution of copies to the public of
23 Guns of Boom.

24 105. Defendants' conduct constitutes contributory copyright infringement.

25 106. Defendants' actions were and are willful.

26 107. Game Insight has been and will continue to be damaged by Defendants' unlawful
27 contributory infringement of Guns of Boom in an amount to be proven at trial.
28

108. Defendants' conduct has caused irreparable harm to Game Insight, and, unless enjoined, will cause further irreparable harm for which Game Insight has no adequate remedy at law.

109. Game Insight is entitled to the relief provided by 17 U.S.C. §§ 502-505, including, but not limited to, injunctive relief, an order for the impounding and destruction of Defendants' infringing copies and/or derivative works, compensatory damages (including, but not limited to actual damages and/or Defendants' profits), statutory damages, punitive damages, and Game Insight's costs and attorneys' fees in amounts to be determined at trial.

THIRD CLAIM FOR RELIEF

Trademark Infringement

(15 U.S.C. § 1114)

Against All Defendants

110. Game Insight realleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

111. Defendants' unauthorized use of the GUNS OF BOOM mark in association with their cheat software as well as in the unauthorized derivative works created by Defendants' cheats, constitutes infringement of Game Insight's federally registered GUNS OF BOOM mark in violation of 15 U.S.C. § 1114(1).

112. Because of Game Insight's continuous and exclusive use of the GUNS OF BOOM mark, it has come to mean, and is understood by consumers to signify products of Game Insight.

113. Defendants' use of the GUNS OF BOOM mark in connection with the sale, offering for sale, distribution, and advertising of cheats is likely to cause confusion, mistake, or deception as to the source, origin, or authenticity of Defendants' products and services.

114. Further, Defendants' activities are likely to lead consumers to conclude, incorrectly, that Defendants' products and services originate with or are authorized by Game Insight, to the damage and harm of Game Insight.

115. Defendants knew or should have known of Game Insight's rights, and their infringement has been knowing, willful, and deliberate, such that the Court should award Game Insight its attorneys' fees pursuant to 15 U.S.C. § 1117.

116. Game Insight has been, and continues to be, damaged by such acts in a manner that cannot be fully measured or compensated in economic terms. Game Insight therefore has no adequate remedy at law and seeks permanent injunctive relief pursuant to 15 U.S.C. § 1116.

117. Defendants' activities have damaged, and threaten to continue damaging, Game Insight's reputation and goodwill.

FOURTH CLAIM FOR RELIEF

False Designation of Origin

(15 U.S.C. § 1125(a))

Against All Defendants

118. Game Insight realleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

119. Game Insight has strong rights in the GUNS OF BOOM mark.

120. Defendants' actions constitute the use in interstate commerce of a false designation of origin, false or misleading description of fact, or false or misleading representations of fact that are likely to cause confusion or mistake, or to deceive as to the affiliation, connection, or association of Defendants' products and services with Game Insight, or as to the origin, sponsorship, or approval of the goods and services provided by Defendants in violation of 15 U.S.C. § 1125(a).

121. Defendants knew or should have known of Game Insight's rights, and Defendants' false designation of origin has been knowing, willful, and deliberate, such that the Court should award Game Insight its attorneys' fees pursuant to 15 U.S.C. § 1117.

122. Game Insight has been, and continues to be, damaged by such acts in a manner that cannot be fully measured or compensated in economic terms. Game Insight therefore has no adequate remedy at law and seeks permanent injunctive relief pursuant to 15 U.S.C. § 1116.

123. Defendants' acts have damaged, and threaten to continue damaging, Game Insight's reputation and goodwill.

FIFTH CLAIM FOR RELIEF
California Unfair Competition
(Cal. Bus. & Prof. Code § 17200, *et seq.*)
Against All Defendants

124. Game Insight realleges and incorporates by reference the allegations in the preceding paragraphs as if fully set forth herein.

125. Defendants have engaged in unlawful, unfair or fraudulent business practices that have and will continue to injure Game Insight in its business or property.

126. Defendants have engaged in violations of state and federal law, including but not limited to infringing the GUNS OF BOOM mark.

127. Defendants' acts alleged herein have caused monetary damage to Game Insight, in an amount to be proven at trial, in the form of costs related to investigating and addressing Defendants' unlawful activities and harm to goodwill.

128. Defendants have caused and will continue to cause irreparable injury to Game Insight. Game Insight, therefore, is entitled to an order enjoining Defendants from further engaging in the conduct described above.

129. As a direct and proximate result of Defendants' conduct alleged herein, Defendants have been unjustly enriched and should be ordered to disgorge all profits earned as a result of such unlawful conduct.

PRAYER FOR RELIEF

WHEREFORE, Game Insight prays for the following relief:

A. That judgment be entered in Game Insight's favor against Defendants on all claims;

B. That Defendants and their officers, agents, representatives, servants, employees, heirs, successors, and assigns, and all others in active concert or participation with Defendants be preliminarily and permanently enjoined from:

(a) Infringing, inducing or enabling others to infringe Game Insight's copyrights in any manner whatsoever;

- (b) Creating, writing, developing, advertising, promoting, and/or offering for sale or otherwise any software that infringes Game Insight's copyrights;
- (c) Using, in any manner whatsoever, Game Insight's GUNS OF BOOM mark, or any confusingly similar mark, logo, trade name, domain name or other source identifier;
- (d) Violating, inducing or enabling others to violate Game Insight's trademark rights in any manner whatsoever; and
- (e) Unfairly competing with Game Insight in any manner whatsoever.

C. An order requiring that Defendants immediately destroy all copies of Guns of Boom or any derivative work thereof;

D. An order requiring that Defendants immediately destroy all copies of any Guns of Boom software cheats;

E. An award to Game Insight of restitution and damages, including, but not limited to, liquidated, compensatory, statutory (including enhanced statutory damages for willful infringement), punitive damages, and all other damages permitted by law;

F. That Game Insight be awarded pre-judgment and post-judgment interest on all damages awarded against Defendants;

G. An award to Game Insight of its costs incurred in this suit, including, but not limited to, reasonable attorneys' fees; and

H. For such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable.

1 DATED: September 4, 2019

PERKINS COIE LLP

2
3 By: /s/ Britt L. Anderson

Britt L. Anderson, Bar No. 212092

BAnderson@perkinscoie.com

4 Andrew N. Klein, Bar No. 300221

AKlein@perkinscoie.com

5 William C. Rava (*pro hac vice* forthcoming)

WRava@perkinscoie.com

6 Jacob P. Dini (*pro hac vice* forthcoming)

JDini@perkinscoie.com

7 Attorneys for Plaintiff UAB GAME INSIGHT
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28